

ATTACHMENT "A-2"

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is made and entered into by and among Genisys Group Solutions, LLC ("Genisys"), on the one hand, and Randy Downing, Kathy Downing, Jennifer Downing, Luke Miller and Computer Business Solutions, Inc. ("CBSI") (collectively, the "Downings"), on the other hand. The parties hereto are sometimes collectively referred to as the "Parties" and are sometimes individually referred to as a "Party."

RECITALS

WHEREAS, Genisys, CBSI, Randy Downing and Kathy Downing entered into an Asset Purchase Agreement dated June 30, 2008 (the "Asset Purchase Agreement"), whereby Genisys purchased certain assets of the business of CBSI (the "Acquisition");

WHEREAS, after the Acquisition, Randy Downing, Kathy Downing, Jennifer Downing and Luke Miller continued to be employed by the business purchased by Genisys (the "Employment");

WHEREAS, the employment of each of Randy Downing, Kathy Downing, Jennifer Downing and Luke Miller was terminated by Genisys (the "Terminations");

WHEREAS, a dispute has arisen as to certain representations and disclosures by CBSI, Randy Downing and Kathy Downing in connection with the Asset Purchase Agreement and Acquisition (the "Acquisition Dispute");

WHEREAS, a dispute also has arisen as to certain actions by the Downings in connection with their Employment and as to the circumstances and justification of the Terminations (the "Employment Dispute");

WHEREAS, in order to compromise and settle all disputes and potential disputes and to avoid further and protracted litigation, negotiations, expense, and delay, the Parties mutually desire to enter into this Agreement.

AGREEMENT AND MUTUAL RELEASE

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The foregoing Recitals are incorporated herein by reference.
2. **Mutual Release and Waiver of Claims.** Each Party, on behalf of himself, herself or itself and each of their respective owners, managers, agents, representatives, heirs, successors and assigns, forever releases and discharges the other Parties and each of their owners, managers, agents, representatives, attorneys, employees, parent entities, subsidiaries,

successors and assigns of and from any and all claims, damages, sums of money, expenses, costs, actions, causes of action, agreements, promises, undertakings, debts, attorneys' fees, obligations and liabilities of any nature whatsoever, known or unknown, asserted or unasserted, in law or in equity, including but not limited to those arising out of or related in any way to (a) the Asset Purchase Agreement; (b) the Acquisition; (c) the Employment; (d) the Terminations; (e) the Acquisition Dispute; and/or (e) the Employment Dispute.

This Settlement Agreement and Mutual Release is in addition to and is not intended in any way to alter or amend (a) the Authority to Produce Documents and Waiver of Liability executed by Randy Downing on April 21, 2010 in connection with Genisys' production of certain documents and information to Maximum Availability Limited; and (b) the Waiver of Liability executed by CBSI on April 21, 2010 in connection with Genisys' production of certain documents and information to Maximum Availability Limited.

3. Other Representations, Warranties, and Covenants. The Parties hereby represent, warrant, and covenant (a) that they have full authority and ability to execute, deliver, and perform this Agreement; (b) that they have read this Agreement carefully, that they fully understand it, and that they have each received advice from their respective counsel with respect to all matters contained herein, and that they agree to the terms set out herein freely, voluntarily, and without coercion; and (c) that this Agreement constitutes the legal, valid, and binding obligation of the Parties.

4. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and all oral discussions, prior agreements and negotiations among the Parties are merged herein and are superseded by this Agreement. The Parties each acknowledge that they have not executed this Agreement in reliance on any promise, representation or warranty which is not contained herein. No provision of this Agreement can be amended or waived except by a statement in writing signed by the Party against whom enforcement of the amendment or waiver is sought.

5. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, with the same effect as if the signatories executing the several counterparts had executed one counterpart. All such executed counterparts shall together constitute one and the same instrument.

6. Governing Law; Forum Selection; Attorneys' Fees and Costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. All actions, suits, or other proceedings with respect to this Agreement shall be brought only in the Chancery Court for Davidson County, Tennessee. If legal action is necessary to enforce this Agreement, the prevailing party may recover all costs of enforcement, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have caused it to be executed as of the day and year set forth below.

[Signature pages follow]

Genisys Group Solutions, LLC

By: Clyde Cutrer

Name: Clyde Cutrer

Its: President

Date: 6/25/10

Randy Downing

Date: _____

Kathy Downing

Date: _____

Jennifer Downing

Date: _____

Luke Miller

Date: _____

Genisys Group Solutions, LLC

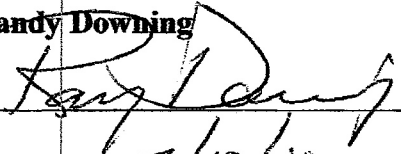
By: _____

Name: _____

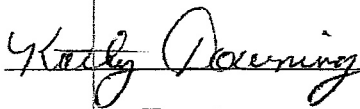
Its: _____

Date: _____

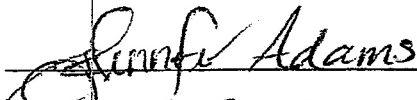
Randy Downing


Date: 7/13/10


Kathy Downing


Date: 7-13-10

Jennifer Downing


Date: 7.13.10

Luke Miller


Date: 7-13-10

RD
7/13/10

Computer Business Solutions, Inc.

By:

Its: President

Date: 7/13/10

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